

TERMS AND CONDITIONS

I. AGREEMENT

- The terms and conditions set forth in this agreement (also referred to as “**Terms**”) constitute the entire understanding and agreement between you the trip participant and **Safaris and Expeditions (“SE,” “we,” or “us”)** with respect to any and all bookings, reservations, tours or transactions made with Safaris and Expeditions.
- By booking a trip with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking, including any minor under your custody, care or control (“**Minor**” or “**Child**”) (also referred to individually as, “**Traveler**,” and collectively, “**Travelers**”), and direct us to perform services for each and every Traveler.

II. GENERAL

- **Responsibility/Third Party Suppliers:** You understand that SE will contract with independent contractors at the identified destination(s) of travel (“**Destination(s)**”) to provide certain services in relation to the proposed travel (“**Travel**”), including transportation, ground handling, lodging/boarding, provision of food and beverages, travel services, guide services, etc. (“**Third Party Suppliers**”). The services provided by Independent Contractors are offered subject to the terms and conditions contained in the tickets, exchange orders, vouchers or other agreements issued by them.
- **Updating of Terms and Conditions:** We reserve the right to update or alter these Terms at any time, including but not limited to reasons related to Force Majeure. Any amendment will take effect immediately upon being posted to our website at <https://safarisandexpeditions.com/> (“**SE Portal**”) or immediately upon notice to you in writing by email or mail. You are deemed to have accepted any amendments to these Terms on the date they are posted to our website or when we provide notice to you in writing by email or mail. Your continued use of the services, participation on one of our trips, or use of the SE Portal constitutes acceptance of any amendments that we make to these Terms. We recommend that you refer to these Terms prior to travel to familiarize yourself with the most up to date version available.
- Notwithstanding anything contained herein, SE reserves the right to offer such terms and conditions, including without limitation, with respect to Initial Deposit, Balance Payment, Reservations, Cancellations, Postponements and Refunds, as may be in variance with these Terms, at its sole discretion, and the Traveler shall be deemed to have read and understood such revised terms and conditions offered by SE, prior to confirming a Reservation and payment of the Initial Deposit.
- If a Traveler does not engage SE to make the Traveler’s complete Travel arrangements, be aware that we are not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures relating to any travel that the Traveler arranges on their own outside of the SE itinerary.

However, to maintain the high standards of services offered by SE, each such Traveler will be required to furnish to SE, a copy of the alternate Travel arrangements independently procured by such Traveler.

III. RESERVATION, PAYMENT & DEPOSIT TERMS

- You may book Travel with us through the methods described below. A booking is not accepted, and there is no contract for services between us, until the required deposit is paid and you receive written confirmation from us. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.
- Payments can be made by wire transfer. Credit cards are not accepted.
- Each Traveler must follow the procedure below:
 - 1) SE will provide the Traveler with a proposed itinerary ("**Itinerary**") containing detailed information on a tailor-made trip for the Traveler, covering the selected destination(s). The Itinerary will be accompanied with details of travel costs that will be booked by SE for the trip, including but not limited to transportation, activities, lodging/boarding, food and beverages covered in the package as part of the Travel ("**Travel Costs**").
 - 2) Trek permits are billed as a separate cost and must be paid in full with the Initial Deposit at the time of booking.
 - 3) You must advise SE in writing of any special requests, including dietary requirements and disabilities, before booking. These requests will be met if possible.
 - 4) When the Traveler is ready to book, an invoice ("**Invoice**") will be issued based on the Travel Costs. This will be accompanied by the Itinerary, the prescribed booking form ("**Form**"), Liability Release, Assumption of Risk, and Indemnity Agreement (also referred to as "**Liability Release**") and Terms and Conditions.
 - 5) The Traveler must check their email address for the documents described and submit a duly completed copy of the Form, Liability Release & Terms and Conditions to SE. The Traveler will either submit the completed Form online or return it via email. The Liability Release & Terms and Conditions must be signed, scanned and emailed back to SE.
 - 6) By the due date specified in the Invoice, the Traveler is required to make payment to SE. If the start date of the proposed Itinerary is more than ninety days from the issue date of the Invoice, then an initial *non-refundable deposit* equivalent to thirty percent (30%) of the total Invoice ("**Initial Deposit**") is to be made payable to Safaris and Expeditions.
 - 7) Upon receipt of the Initial Deposit, SE will issue a written confirmation to the Traveler in writing, which will signify confirmation of the reservation(s) for the identified Destinations in respect of the Travel ("**Reservation**"). SE will not confirm a Reservation until receipt of the full payment of Initial Deposit.

- 8) Failure to pay the Initial Deposit to SE will be deemed as the Traveler's nonacceptance of the Itinerary and the offer mentioned in the Invoice will expire automatically. SE may however, at its sole discretion and in writing, revive the offer mentioned in the Invoice.
- 9) Subject to payment of the Initial Deposit, the balance payment of Travel Costs, i.e., the remaining seventy percent (70%) thereof ("**Balance Payment**"), will need to be made to SE at least ninety (90) days prior to the scheduled date of commencement of Travel, or on such other date, as may be communicated to the Traveler by SE at the time of receipt of the Initial Deposit.
- 10) Failure to make the Balance Payment within the prescribed timelines will entitle SE to cancel the Reservation and forfeit the Initial Deposit made by the Traveler.
- 11) Delay in making the Balance Payment to SE within the prescribed timelines may be condoned by SE, in its sole discretion, subject to a charge of a minimum of five percent (5%) surcharge on the Balance Payment, and availability of adequate resources for accommodating the Reservation.
- 12) If the start date of the proposed Itinerary is within 90 days of the issue date of the Invoice (including day 90), then a hundred percent (100%) payment thereof ("**Full Payment**"), will need to be made to SE by the due date specified in the Invoice in order to confirm a Reservation.
- 13) All payments to SE must be made to "*Safaris and Expeditions*"
- 14) In case the Itinerary requires the Travel Costs to be paid in South African Rand (ZAR), Namibian Rand (NAD), or Euro (EUR), the rate of conversion shall be considered by SE as the selling rate on the date when the Travel Invoice is issued viz either when the Traveler makes the Initial Deposit, Balance Payment or Full Payment.

Note:

Any bank charges are the Traveler's responsibility and will be levied over and above the total Travel Costs. All payments should be free and clear of any withholding tax and other statutory deductions.

SE, as a merchant, shall be under no liability whatsoever, in respect of any loss or damage arising to the Traveler directly or indirectly, out of the decline of authorizations for any attempted transaction, for any reasons whatsoever.

Quoted trip prices are set far in advance of departure based on our projections of fuel, exchange rates, inflation, tariffs, government fees, airfares and other costs using available information. The price at booking is guaranteed under normal conditions. In the rare event that current costs create an unsustainable financial situation if we were to fully absorb the increases, we reserve the right to pass on these unexpected costs to you in whole or in part. If we do so and your trip price increases by more than 15% of the original tour cost excluding any insurance premiums, you may cancel the booking within 10 days' notice of the surcharge and obtain a full refund less any non-refundable deposits to our Third Party Suppliers in the case of an increase in government taxes and park fees as discussed below. We will work with our Third Party Suppliers to try and obtain any non-refundable deposits so that we can give you a full refund. We cannot guarantee such a result, though. We will give you advance written notice of any price increase and the reason for it. The surcharge must be paid no later than ten (10) days after we provide written

notice to you. If the surcharge is not paid within such time, SE shall construe such non-payment as an act of cancellation on your part and the cancellation policy set forth in this agreement shall apply, subject to the terms in this paragraph. **This ability for a traveler to cancel as described herein does not apply to situations where Safaris and Expedition changes, postpones or reschedules trip dates due to Force Majeure.**

Rates used in the trips are based on tariffs and exchange rates valid at the time of printing and advertising trips. Should a rate vary against the U. S. Dollar by more than 3%, SE reserves the right to recalculate the trip cost and apply the differential as a surcharge. For exchange rate fluctuations, any refund made by SE shall be in its absolute and sole discretion.

- *Charges towards inter alia, the following items are excluded from the trip price, unless otherwise indicated in the itinerary:*
 - *visa fees;*
 - *departure, airport and airline taxes;*
 - *international flights;*
 - *extra meals and activities not included in the Itinerary;*
 - *fine wine, champagne and other excluded beverages;*
 - *laundry, postage, personal clothing, medical expenses;*
 - *personal travel and trip cancellation insurance and items of a personal nature;*
 - *emergency evacuation charges; and/or*
 - *Tips/Gratuities and excess baggage charges.*

- *Notwithstanding anything contained herein, it is acknowledged by the Traveler at the time of making a Reservation, that SE is liable to make payments in advance to the Third Party Suppliers, and refunds, if any, payable to the Traveler by SE, are subject to refund of corresponding amounts to SE by the Third Party Suppliers. In the event of any delay in making refunds to the Traveler owing to non-receipt of corresponding amounts from the Third Party Suppliers, SE shall not be held liable in any manner whatsoever.*

IV. CANCELLATIONS, POSTPONEMENTS AND REFUNDS

Cancellation or Changes by the Traveler

Cancellation of your Reservation must be made in writing to SE. Cancellations of Reservations are only effective on receipt of a written notification by SE. In all cancellations of Reservations, the Initial Deposit is forfeited. There is no refund for any unused services should you leave your tour early for any reason, whether voluntarily or involuntarily including but not limited to for reasons relating to illness, pandemic, quarantine, and government or third party restrictions or limitations (e.g., refusal of entry or services due to actual or possible illness, if you miss the trip's departure date, or have to be removed from a trip (including by us or a Third Party Supplier). Nor will SE be responsible for any losses, damages or costs should you leave your trip early for any reasons, including those related to lost travel time or substitution of facilities, trek permits, including but not limited to gorilla trek permits, lodging, quarantine, illness or virus.

Our cancellation and refund policy takes into account the fact that we must advance to our supplier's, deposits for their services, which are often non-refundable, as well as our time and services booking, organizing and arranging your trip.

If a flight or other delay for any reason prevents you from joining the tour during any point of the tour, it will be considered a "no show" and no refund will be remitted to you.

- If you the Traveler cancels a Reservation, you will be entitled to a refund of a percentage of the total Travel Costs, as set out below:
 - Up to 91 days before departure: 70% of Travel Costs
 - 90 days or less before departure: No refund of Travel Costs

* Travel Costs means all payments made for Travel to SE, including but not limited to the Initial Deposit and the Balance Payment(s)

*This cancellation policy *does not apply to Group Bookings*, which are subject to different cancellation terms as set forth by the Third Party Supplier. Cancellation terms for Group Bookings are set forth on the itinerary.

- Any postponement or change in a Reservation by Traveler may be accommodated by SE subject to space availability and the consent and/or ability of the Third Party Suppliers to such postponement and/or rescheduling. Depending on the nature of the change(s), an administrative charge for the change shall be levied which will be added to the final invoice. The type and scope of change dictates the total amount of the change fee. Third Party Suppliers often impose additional fees or penalties for changes and cancellations. These will be included in the change fee and can be substantial. Change requests must be in writing. Significant change requests such as a change in trip dates by the Traveler will be treated as a cancellation and subject to SE's cancellation fees as set forth in this Agreement.

*** IMPORTANT NOTE REGARDING OTHER CANCELLATION COSTS:**

Cancellation and transfer schedules for some tours are more strict; consult your Itinerary for any special cancellation terms, which also apply. Further, any non-refundable deposits made to third-party suppliers and third-party cancellation fees will be subtracted from any refunds due under this section.

- SE is not responsible for any non-grant of a valid visa for any Destination(s), expiry/loss of passport or non-grant/nonavailability/loss of any other documents required for participating in or continuing with the Travel, for any reasons whatsoever; for circumstances arising beyond the control of SE, necessitating alternative arrangements being made to ensure the safety and/or further participation in and enjoyment of the Traveler.
- There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, airline default, strikes, personal, family or medical emergencies, your decision to not go on a tour because of governmental/travel warnings or advisories, including but not limited to U.S. State Department or World Health Organization warnings, or any other circumstances beyond our control. **For**

this reason, we strongly suggest that you secure comprehensive trip cancellation and interruption insurance in order to participate on a tour. We also highly recommend that you consider securing “cancel for any reason” travel insurance, which must be obtained soon after your first deposit is paid for your travels.

Cancellations and Changes by SE and Flexibility

- SE reserves the right to cancel, modify, postpone, vary, add, amplify or waive any stipulation, terms or conditions set forth in the Itinerary without prior notice for the safety and/or comfort of clients and for circumstances of Force Majeure (see information below). SE shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder as a result of any actions that it takes or does not take under this section and under this Agreement.
- You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.
- Any changes that we make may require a supplemental payment from you. We will advise you in the event such a payment is required.
- Regarding civil unrest, once SE has investigated the prevailing situation as it deems fit, it shall remain in the sole discretion of SE whether to proceed with the tour. If SE is of the reasonable opinion that the Travel may proceed, no refund will be payable to you and the cancellation provisions of this agreement shall apply.
- In the event of SE exercising its rights to amend or alter any Itinerary, including but not limited to trip dates, due to Force Majeure or non-Force Majeure reasons (see definition of “Force Majeure” below), after confirmation of Reservation, Traveler may, if offered by SE at its sole discretion:
 - a) Continue with the Travel as amended or altered; or
 - b) Accept any alternative Itinerary which SE may offer.

In either of these above cases, Traveler shall not be entitled to and SE shall not be liable to the Traveler for, any damage, additional expense, costs, expenses, losses suffered by the Traveler, including refund of part or whole of Travel Costs. Note that SE does not have any special knowledge about the financial condition of its Suppliers and shall not be liable to Traveler should a Supplier fail to deliver services for Travel at any time, including with respect to an alternative Itinerary. Options a and b above shall not constitute a cancellation of the trip by SE, rather they shall constitute a postponed or rescheduled trip.

If SE cancels Travel and does not offer options a) and b) in this section, which is rare, SE in its sole discretion may but is not obligated to provide you with a check for a full refund less any airline ticket

cancellation fees, nonrefundable deposits advanced to supplier for your trip, any other third party cancellation charges, and our administration fee of \$500 per traveler (“Administration Fee”). This refund will constitute full settlement of claims you may have arising out of our cancellation. In some cases, once such deductions are made, there may be nothing available to refund. This Administration Fee is for work involved in SE’s planning, booking and management of your Itinerary from the moment Travel is booked.

Additional Information Regarding Force Majeure

In the uncommon situation where Force Majeure prevents, significantly hinders, renders it difficult, or makes it impossible for us or our Suppliers to provide the Services including but not limited to your Travel, we and/or our Suppliers shall be entitled to, in our sole and absolute discretion, take one or more of the following steps: vary, reschedule, postpone, cancel any Itinerary or arrangement, including Travel dates and the entire tour itself. We regret that no refunds will be provided if we take any of the preceding actions due to Force Majeure, unless and to the extent we are able to obtain any refunds from our Suppliers. Any refund under this section will deduct the reasonable actual and potential costs to SE of the Force Majeure, as well as our \$500 Administration Fee. This policy is based on the fact that Suppliers, who are often located outside the United States, are not obligated to return non-refundable deposits or waive their cancellation fees in the case of Force Majeure. Further, it is not assured that we would easily be able to receive any refunds from our Suppliers once we have forwarded your deposits to them. Nor will we be able to pay you any compensation, costs or expenses you incur as a result. If you choose to cancel your tour, our standard cancellation terms that govern when a traveler cancels apply. This section does not apply to SE’s cancellation of Travel due to insufficient sign-ups on fixed departures, which are addressed below.

If SE is affected by Force Majeure, SE, if practicable, will notify you of the nature and extent thereof.

SE will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. In the event that we postpone, reschedule, or change the dates of your tour due to Force Majeure, we have no liability for a supplier’s failure to honor future trip credits, remain solvent or provide services. “Force Majeure” means any circumstances beyond the reasonable control of SE, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, border closings and restrictions, sanitation deficiencies, sickness, quarantine, pandemic, epidemic, diseases and viruses that are known, unknown or novel such as coronavirus/COVID-19 (including any spread thereof), foodborne, airborne, and communicable illnesses and disease, government restrictions or warnings, diplomatic or health organization (e.g., World Health Organization) warnings, border closings, government intervention of any kind, weather conditions, and unforeseen circumstances

- While SE strives to ensure that all anticipated accommodation is available as depicted in the Itinerary, there can be no claim whatsoever against SE for a refund either in part or whole, of the Balance Payment, if any accommodation or excursion becomes unavailable.

SE reserves the right to cancel any Travel due to insufficient sign-ups on fixed departures where the lack of sufficient sign-ups are unrelated to Force Majeure, which makes the Travel economically unfeasible to undertake. In such an event, a full refund of the Travel Costs will be provided to you. However, SE is not responsible for additional expenses or indirect or consequential costs and expenses, of any nature, incurred by the Travelers in connection with the cancelled Travel. For this reason, we encourage you to purchase trip cancellation and interruption insurance at the time of booking that allows you to cancel for any reason.

- Any refunds take at least forty-five (45) days to process. Any refund shall be paid directly by SE to the Traveler subject to these Terms.
- Group bookings (10 travelers or more) are subject to different cancellation, postponement, and refund policies, as specified by Third-Party Suppliers.

V. GROUND HANDLING WAIVER

- In the event of any cancellations, change or delay in ground handling arrangements by any Third Party Suppliers (including, but not limited to, flights and transfers and accommodation bookings), SE will make reasonable efforts to assist the Traveler with rearrangements in the field to minimize disruption to an Itinerary. It must, however, be expressly understood that any costs incurred by SE in this regard will be passed directly onto the Traveler. Such costs include with respect to rescheduling of flights owing to, among other reasons, flight cancellations, missed connections, the returning of lost luggage to Traveler, as well as any requested changes to the Itinerary made after commencement of Travel. We strongly recommend that you are insured for such eventualities. SE is not responsible for any travel arrangements made directly by the Traveler, involving any services, other than bookings made through SE. SE reserves the right to pass on all costs incurred, including applicable administration charges, if SE is obliged to make any arrangements whatsoever with respect to such arrangement made directly by the Traveler. Notwithstanding the foregoing, all charges for any Travel arrangements made directly by the Traveler must be settled by the Traveler directly to the relevant supplier/service provider and SE will not be responsible for those charges.

VI. BAGGAGE

- Policies regarding carriage and loss of baggage, will be as prescribed by the respective carriers with whom bookings are made during the Travel, and other international and municipal legislations, including without limitation, the Warsaw Convention, as may be applicable. SE hereby specifically excludes any and all liability in connection with loss or damage to any baggage of the Traveler. The Traveler is responsible for their baggage and personal effects throughout the tour. All costs incurred for lost, misplaced, damaged or delayed baggage are at the owner's expense. It is recommended that the Traveler obtains suitable travel insurance for protection against any such exigencies.
- Please note that when traveling by light aircraft during your safari, space is limited, and luggage is limited to a weight restriction (typically 33 lbs in most areas and 44 lbs in Botswana) per passenger, and ONLY soft luggage or duffel bags are allowed. No hard suitcases are allowed, and NO EXCEPTIONS will be made.

VII. INSURANCE AND MEDICAL

- SE requires that each Traveler obtains comprehensive travel insurance that provides at minimum coverage for medical, emergency rescue evacuation and repatriation. All Travelers are also strongly advised to insure themselves and their property fully for the duration of the Travel for losses relating to baggage loss and delay, flight cancellations, and more. Emergency Evacuation Cover, purchased through AMREF (The Flying Doctors Society) or any other organization specified by the Third Party Suppliers is mandatory for any Travel involving a trip booked through SE, or any Travel involving a safari, that includes travel to, and accommodation at, any of the safari camps offered by SE through its Third Party Suppliers. The Traveler is responsible for ensuring that appropriate coverage is in place and for providing SE with full details of the coverage at the time of Reservation. SE reserves its right not to accept any Reservations which are not specifically covered by AMREF or any other organization specified by the Third Party Suppliers.
- While the personnel of SE and/or the Third Party Suppliers at the safari camps offered by SE during the Travel will assist Travelers, such personnel may not be medically qualified and will not be responsible for providing any medical diagnosis, advice or treatment to the Travelers. SE, or the Third Party Suppliers, guides or personnel at the camps offered for stay by SE, are not responsible for covering any costs incurred for medical treatment or any evacuation of Travelers during Travel, nor are they responsible for any complications which may result from a delay in arranging any medical attention or evacuation.

VIII. TRAVEL DOCUMENTS AND HEALTH

- The onus is on the Traveler to ensure that valid passports, visas, travel permits, confirmed air tickets, health certificates, birth certificates, international driving license, medical and travel insurance, inoculations and other statutory documentation, including immigration clearance, required for the Travel, are obtained and are in order. SE cannot be held responsible for any failure by the Traveler to comply with such requirements. It is the Traveler's sole responsibility to furnish all documents required by SE for initiating and organizing the Travel. In the event a Traveler desires to obtain any travel documents, including a visa, with SE's assistance, SE shall not be responsible for non-grant of any such documents by the concerned statutory or regulatory authority, without prejudice to SE's rights to be reimbursed for the services fees and expenses incurred by SE in this regard.
- It is the Traveler's responsibility to take all appropriate medical advice from their doctor prior to departure as to whether or not the Traveler is fit to undertake the Travel.
- By signing this agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other participants or affect other people's enjoyment of the tour.

If you have a physical condition, dietary restrictions, or other conditions (pre-existing medical) that will require special attention during Travel, you must inform us in writing when the booking is made. The personnel organizing a Trip, has the right to disqualify any Traveler at any time during the Trip, if it is felt that a Traveler's continued participation will jeopardize such Traveler and/or other Travelers. No refunds shall be payable by SE to the Traveler under such circumstances. SE reserves the right, where appropriate, to ask the Traveler to submit written certification of his/her medical fitness before commencement of the Travel.

We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour's physical demands for his or her own safety.

- SE assumes no liability regarding provision of medical care to any Traveler during the Travel.
- It is the Traveler's responsibility to meet any additional costs incurred by the Traveler or by SE on the Traveler's behalf as a result of any failure by the Traveler to comply with the aforesaid requirements. Anti-malaria precautions and altitude medication should be commenced well in advance of commencement of the Travel, as per the instructions of a qualified doctor. Travelers should carry their medications and insect repellants during the Travel.
- While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.
- For information concerning possible dangers at an international destination and health information, contact the government office in your country that is responsible for issuing travel advisories and traveler's health. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1888-407-4747, <http://www.travel.state.gov/> . U.S. citizens may register for the U.S. government's Smart Traveler Enrollment Program, a free service, at <https://step.state.gov/step/>. For information on traveler's health, in the U.S., please visit the website for the Centers for Disease Control and Prevention: <https://www.cdc.gov/>.
- **Health Clause:** If necessary, SE and its suppliers reserve the right to quarantine guests with symptoms of infectious diseases or illnesses aboard confined modes of transport such as ships, trains, etc. Guests subject to this will be afforded standard amenities, but will be restricted to their cabin, room, or other designated safe area where they will be able to stay for the duration of the quarantine period. No refunds will be provided to you for any unused portion of Travel if you are quarantined. SE is not responsible for any costs, damages or losses incurred by you in the event you are quarantined or otherwise interrupted from completing your trip or using portions thereof.

IX. SURCHARGES

Although SE hopes that it will not have to levy surcharges, as stated above in Section III of this agreement, it reserves the right to do so on the invoiced amount for Travel Costs, should this become necessary due to any similar charges or an excessive increase in charges imposed on SE by its third party suppliers or as a result of any foreign exchange rate fluctuations, new government levies or taxes or at the Destination(s), changes in fees payable in the nature of Park, Reserve, Conservation Area or Community fees at the Destination(s). SE will endeavor to notify the Travelers in writing as soon as it is aware of any likely need to impose a surcharge. This surcharge will apply to all confirmed and invoiced Reservations/Travels, regardless of whether payment has been received in full or not by SE in respect thereof. Surcharge must be paid no later than ten (10) days after written notification for payment has been received by a Traveler from SE. If the surcharge is not paid within such time specified in the aforesaid notice/notification, SE may construe such non-payment as an act of cancellation on part of the Traveler, and in such event, the provisions of Section titled, "Cancellations, Postponements and Refunds" shall apply. If however, SE allows payment of surcharges by a Traveler after expiry of the aforesaid period of payment specified in

its notice to the Traveler, the Traveler will be liable to additionally pay interest calculated at the rate of twenty four percent (24%) per annum, calculated on a daily basis, on the surcharge amount from the date on which its payment becomes due, till the date of which the actual payment is made.

X. IMAGES RELEASE

You agree that the Company may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of the Traveler individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us or your tour leader in writing before the start of the tour.

XI. TOUR DEPARTURE/COMMENCEMENT DATE

It is your responsibility to be ready to embark on the tour as specified in the itinerary. We are not responsible for any losses due to cancelled or missed flights.

XII. COMPLIANCE WITH LOCAL LAWS AND TOUR ETIQUETTE

You must strictly comply with all local laws and health requirements, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, the local guide/supplier has the right in their sole discretion to remove anyone who they determine to detract from others' enjoyment of the tour.

XIII. WILD ANIMALS

Please be aware that our safaris may take you into close contact with wild animals. SE cannot be held responsible for any injury or incident on the Travel. Please note that the majority of the safari camps are not fenced and wildlife moves freely in and around the camps. Always follow the safety instructions from the camp staff.

XIV. AIRLINES

- Carriage by land, sea and air is subject to the terms and conditions of the carrier/Independent Contractor with whom a Traveler travels as part of the Travel, and to the applicable municipal and international statutory framework, some which may limit the carrier's liability. Land, sea and air travel is also subject to operational decisions of carriers and sea ports which may result in cancellations, delays or diversions, over which SE has no control and for which SE accepts no liability whatsoever.
- The passenger contract in use by the airline carriers/Independent Contractors concerned, when issued, shall constitute the sole contract between such Independent Contractors/transportation companies and the Traveler and SE will not be privy to, and/or otherwise be liable under, any such contracts.

XV. ACCURACY OF INFORMATION/ELECTRONIC ADVERTISEMENTS

All the information given in any brochure or otherwise advertised, (including electronic advertisements on the Internet) is as per the data available to us at the time of printing of the brochure and SE assures that the same is true and accurate to the best of its knowledge, at the time of publication of the information. The photographs reproduced and information provided in any information published by SE in public, including, on the SE Portal, may not necessarily be accurate and is subject to change.

XVI. PRIVACY POLICY

By agreeing to SE's Terms & Conditions, you also agree to SE's Privacy Policy available at <https://www.safarisandexpeditions.com/docs/privacy-policy.pdf>

XVII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- SE does not represent or warrant that these Terms, the content and information on the SE Portal and/or the Services are accurate, complete, reliable, current or error-free, and expressly disclaims any warranty or representation as to the accuracy or proprietary character of the Terms, the content and information on the SE Portal and/or the Services or any portion hereof or thereof.
- SE is not responsible for typographical errors or omissions relating to pricing, text or photography in any published material, including these Terms and/or on the SE Portal.
- Without prejudice to the other provisions of these Terms and Conditions, SE, its owner, employees, representatives, agents, officers, directors or other personnel, successors and assigns shall, in no circumstances whatsoever, be liable to a Traveler for:
 1. The temporary or permanent loss of or damage to baggage or personal effects, howsoever caused;
 2. In case a Traveler is not able to board the flight due to any reason not limited to overbooking by the airlines, the initial deposit shall be forfeited by the Traveler and the entire Reservation may be cancelled.
 3. Failure on the part of an airline to accommodate passengers despite having confirmed tickets or change of route;
 4. In the event that a Traveler is booked on a particular airline on a particular date and due to certain reasons beyond the control of the SE, the Traveler is not allowed to board the flight, the Traveler shall not hold SE responsible for the same and no claim whatsoever can be made by the Traveler against SE for any refund or compensation; and/or
- By agreeing to these Terms, the Traveler waives and covenants not to assert any claims or allegations of any nature whatsoever against SE, its owners, affiliates, or their respective owners, directors, officers, employees, agents, freelance sales consultants, successors and assigns arising out of or in any way relating

to these Terms, the Services, the Content or the materials published by SE, including, without limitation, any claims or allegations relating to the alleged infringement of proprietary rights, alleged inaccuracy of these Terms, or allegations that SE has or should indemnify, defend or hold harmless the Traveler or any third party from any claim or allegation arising under these Terms and/or during the Travel.

- **Limitation of Liability: Without limitation of the foregoing, SE shall not be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the Travel, these Terms, the SE Portal, the Services, the Content or the materials published by SE, including without limitation, any damages caused by or resulting from your reliance on these Terms or other information obtained from SE, or that result from mistakes, errors, omissions, interruptions, deletion of files or emails, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a Force Majeure event.**
- In no event shall the aggregate liability of SE, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to these Terms and/or the Travel or use of SE Portal, exceed the amount received, if any, to SE in connection with such (and only one) Travel.
- In the event that any of these terms conflicts with the terms in the Liability Release, the terms in the Liability Release control.

XVIII. COMPLAINT PROCEDURE

If a Traveler has any cause for complaint during Travel, he/she must immediately bring it to the attention of the guide, Third Party Supplier, and/or SE, who will attempt to resolve the situation. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from SE. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds. If satisfaction is not reached through this notice procedure during the trip, you must submit further complaints in writing to us within 30 days of the end of the tour. We will not accept any liability for claims received after this period.

XIX. CONDITION OF BOOKING/DENIAL OF PARTICIPATION

Travelers shall comply with instructions of any representative of SE, Travel guide or local ground operator at all times. No Traveler shall be accepted or be permitted to continue on a Travel while his/her status or mental or physical condition is, in the opinion of any representative of SE, Travel guide or local ground operator, such as to render him/her incapable of caring for himself/herself or make himself/herself objectionable to other Travelers or become a hazard to himself/herself or other Travelers, and SE will not be responsible for any expenses for or towards such persons precluded from completing the Travel for this reason.

XX. REDRESSAL OF GRIEVANCES

- If a Traveler has any grievance in respect of any services provided by any of the Third Party Suppliers during the Travel, the Traveler shall immediately inform the Travel manager in writing, marking a copy to SE and such Third Party Suppliers, so that SE can take up the matter with such Third Party Suppliers and has the chance to rectify the problems then and there, if the grievance is genuine. However, SE will not be liable for, or for ensuring payments towards deficiency of services of a Third Party Supplier, in any manner whatsoever. In case a Traveler is not escorted by a Travel manager, any grievance concerning services of any Third Party Supplier should be communicated in writing via email to SE at info@safarisandexpeditions.com. No claim notified to SE beyond expiry of the Travel will be entertained.
- SE reserves the right to refuse to carry out its contract or confirm Reservation for any person whom it may consider to be undesirable in its absolute discretion and it shall not be required to show any reason for doing so.

XXI. BINDING ARBITRATION

I agree that any dispute concerning, relating to, or referencing this agreement, or any other literature concerning the Travel or tour shall be resolved exclusively by binding arbitration according to the then existing commercial rules of Junta Arbitral de Consum de Barcelona of Catalunya (Barcelona), Spain. Such proceedings shall be governed by substantive Catalan law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or part of this contract is void or voidable.

XXII. SEVERABILITY

If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable, and which achieves, to the extent possible, the original objectives and intent of the original provision.

XXIII. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding upon SE and the Traveler and their respective heirs, legal personal representatives, successors and assigns.

XXIV. HEADINGS

Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

XXV. SUGGESTIONS

If a Traveler has any suggestions or comments on the Services provided by SE, he/she may write to SE at info@safarisandexpeditions.com.

XXVI. MERGER

This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. This agreement supersedes all prior negotiations and agreements.